

**BRIGHTWATER TREATMENT PLANT
GENERAL CONTRACTOR/CONSTRUCTION MANAGER
(GCCM)**

REQUEST FOR PROPOSALS (“RFP”) C38138C

SEPTEMBER 2003



King County

**Department of Natural Resources and Parks
Wastewater Treatment Division**

**BRIGHTWATER TREATMENT PLANT
GENERAL CONTRACTOR/CONSTRUCTION MANAGER
(GCCM)**

RFP C38138C

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GCCM RFP
TABLE OF CONTENTS**

| | | |
|----|--|----|
| 1 | INTRODUCTION..... | 1 |
| 2 | PROJECT DESCRIPTION..... | 2 |
| 3 | SCHEDULE..... | 5 |
| 4 | SCOPE OF GCCM SERVICES..... | 6 |
| 5 | SELECTION AND AWARD PROCESS | 8 |
| 6 | PROPOSAL DOCUMENTATION REQUIREMENTS & EVALUATION CRITERIA... | 9 |
| 7 | FINAL COST PROPOSALS..... | 15 |
| 8 | INTERVIEW. | 15 |
| 9 | INCENTIVE CLAUSE..... | 16 |
| 10 | PROTESTS AND APPEALS | 16 |
| | Appendices | 17 |
| | Attachment..... | 17 |

**BRIGHTWATER TREATMENT PLANT
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RFP C38138C**

1 INTRODUCTION

- A. King County will be accepting proposals from General Contractor/Construction Manager ("GCCM") firms for the development and construction of the Brightwater Treatment Plant. The County intends to award this Contract utilizing a competitive negotiation process authorized by Revised Code of Washington ("RCW") 39.10.061.
- B. The selection process has multiple steps. The first step shall consist of the Proposal and evaluation of a proposal in accordance with the criteria set forth in this RFP. Based on this evaluation, the County will establish a competitive range. The County will issue Part 2 of the RFP (Request for Final Cost Proposals) to the firms in the competitive range. This document that will include additional project information and requirements, including general conditions. Firms within the competitive range will be asked to provide cost proposals and possibly participate in interviews or provide additional qualification information. The County will evaluate the cost proposals, interviews, and any additional information requested and determine which Proposal represents the best value to the County for this Project.
- C. The County intends to execute a Pre-construction Services Agreement with the selected firm, incorporating the scope of work for such services. If agreement cannot be reached, the County will discontinue negotiations with the selected firm and may negotiate with the next highest ranked firm.
- D. The County anticipates that between 60% to 100% design, the County will negotiate a Maximum Allowable Construction Cost ("MACC") for the initial Construction Package and execute a Construction Contract. It is anticipated that multiple subsequent Construction Package MACCs will be negotiated, and will be added to the Contract by amendment.
- E. The Proposer's written response to the RFP may become a part of the Contract.
- F. All costs incurred by firms choosing to participate in this RFP process shall be borne by the proposing firms.
- G. The County reserves the right to reject any and all Proposals at any time and to choose not to award and/or execute a Contract up to the time the County signs the Contract documents, even after the Notice of Selection has been issued. Proposers acknowledge that the Notice of Selection confers no right of contract. King County may cancel the procurement and reject all proposals for any reason. A decision by the County to cancel the procurement and/or not enter into the Contract will not result in any claims or causes of action for costs or damages by any Proposer against the County.
- H. The County reserves the right to determine after execution of a contract with the GCCM to bid out parts of the work if the County cannot reach agreement with the GCCM as to scope and price for follow-on Construction Packages.
- I. All questions regarding this solicitation shall be directed to: Tina Phipps, Contract Specialist at 206-684-6744, TTY Relay: 711, Fax: 206-684-1486, or tina.phipps@metrokc.gov. A Proposer may be asked to put a question in writing. All King County responses will be in writing.

2 PROJECT DESCRIPTION

A. A more detailed project description is set forth in attached Appendix A.

B. Project Background

1. The Brightwater Treatment Plant is a new, secondary treatment facility that will provide wastewater treatment capacity for King County's North Service Area, which includes northeast King County and south Snohomish County.
2. Liquids Treatment. Primary and secondary liquids treatment will be provided. Membrane bioreactors ("MBR") will provide secondary treatment for base flows at the facility, and will produce a high quality effluent (5 mg/l BOD, 5 mg/l TSS). During peak flow events, peak flows will receive advanced primary treatment and will be combined with the membrane effluent prior to disinfection and discharge. The combined effluent will meet secondary treatment requirements.
3. Solids will be thickened and treated by conventional anaerobic digestion and dewatered by centrifuge. Biosolids will be hauled off-site and recycled in agriculture, forestry, or composting applications. The treatment plant will include odor prevention and control systems designed to the highest standards in the U.S. On-site cogeneration equipment will convert digester gas into electrical power for use in plant operations, and the treatment plant will be run primarily by automated control systems. Other plant facilities include buildings for administration, maintenance, and support. The estimated construction cost in 2002 dollars for the treatment plant and ancillary facilities is \$246 million, plus approximately \$2 million for the Influent Pump Station (see below). Construction is expected to begin in 2005 and take approximately five years. The treatment plant will be on-line in 2010 for start-up and commissioning.
4. The treatment plant will provide secondary treatment capacity in 2010 for an average of 36 million gallons per day ("mgd"), with anticipated expansion in about 2040 to 54 mgd.
5. The treatment plant will be constructed in south Snohomish County. In December 2001, King County narrowed the number of possible sites down to two and initiated an environmental review under the State Environmental Policy Act ("SEPA") for them. The two alternative sites are 1) Edmonds (Unocal site) and (2) Woodinville (Route 9 site). In January 2002, King County identified alternatives for the conveyance corridors for each treatment plant site and the possible location of pump stations and tunnel portals along those corridors. As a result of this scoping process, King County identified three alternative site/conveyance combinations for evaluation in the Draft Environmental Impact Statement ("EIS"):
 - a. A treatment plant at the Route 9 site, with conveyance pipelines in deep tunnels primarily under 195th and 205th Streets and a marine outfall off Point Wells to Outfall Zone 7S. This is the King County Executive's preferred alternative.
 - b. A treatment plant at the Route 9 site, with conveyance pipelines in deep tunnels primarily under 228th Street SE, and a marine outfall off Point Wells to Outfall Zone 7S.

- c. A treatment plant at the Unocal site, with an influent pipeline to carry untreated wastewater from King County's existing pipelines near SR-405 in Bothell through Kenmore and Lake Forest Park to Edmonds. A marine outfall would be located off Pt. Edwards in Outfall Zone 6.
- 6. The Draft EIS was issued in November 6, 2002, and public comments were accepted until January 21, 2003. King County expects to issue the Final EIS in late 2003.
- 7. Site layouts for the two alternative sites are included in Attachment A. The treatment plant will include:
 - a. Plant headworks and grit removal.
 - b. Primary clarifiers.
 - c. Membrane Bioreactors to provide secondary treatment and water for reuse.
 - d. Advanced primary treatment facilities to treat peak flows.
 - e. Disinfection facilities (UV at Unocal and sodium hypochlorite at Route 9).
 - f. Odor control facilities: Multiple stage chemical scrubbers followed by carbon scrubbing. All process facilities to be covered and air vented for treatment.
 - g. Administrative and maintenance buildings.
 - h. Extensive landscaping to provide landscaped buffers and public access.
 - i. Stormwater control facilities.
 - j. King County is currently evaluating off-site locations for the Influent Pumping Station ("IPS") for the Route 9 site. At the present time, the IPS for the Route 9 site is proposed to be located at the treatment plant site, although off-site locations are also under consideration. Following issuance of the Final Environmental Impact Statement ("FEIS"), the location of the IPS will be determined. Construction of the IPS may be accomplished as part of this GCCM contract. Flow will be conveyed to the plant through a deep influent tunnel to be constructed by others under a separate, future construction contract.
- 8. King County has contracted with CH2MHill to provide the engineering design services for the treatment plant, and with Mithun to provide the architectural, landscape architectural and interior design services. The project is currently in predesign, with schematic design completion scheduled in late 2003 / early 2004. A value engineering study will be undertaken in first quarter 2004.
- C. Reasons To Use A GCCM Procedure
 - 1. King County has determined that it is in the best interests of the public that the treatment plant is built using the alternative construction delivery method GCCM authorized under RCW chapter 39.10.
 - 2. RCW 39.10.061(2)(a) authorizes King County to utilize the GCCM contracting method for public works projects valued at over ten million dollars where implementation of the project involves complex scheduling requirements.

3. Construction of the treatment plant involves complex scheduling requirements. To achieve King County's objective of providing additional sewage treatment capacity in the North Service Area by 2010, a phased construction program is necessary. This phasing must allow construction on certain aspects of the treatment plant to proceed while design of other project elements is still being completed. It is anticipated that the treatment plant will require between four and eight major construction packages that will require close coordination and intricate phasing of specialty contractors and subcontractors. In addition, there may be equipment procurement packages that will be part of the GCCM contract.
4. RCW 39.10.061(2)(c) further authorizes King County to utilize the procedure when the involvement of the GCCM during the design stage is critical to the success of the project. Since construction phasing is critical to the success of this project, contractor input during the design to define and estimate the work for each construction package is essential. Further, contractor advice on logistics, construction means and methods, constructability, and value engineering proposals is critical to enhance the quality of the project and to identify potential cost reduction measures.

D. Federal Requirements

1. King County may be eligible to obtain State Revolving Funds ("SRF") for this Project. These funds contain United State Environmental Protection Agency ("EPA") money administrated by Washington State Department of Ecology ("WSDOE"). Any resulting contract or subcontract will be subject to regulations contained in 40 Code of Federal Regulations Part 31. These would include, but not be limited to, the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises in the procurement; and compliance with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

E. MWBE Objective

1. In accordance with the requirements of the EPA's policy on the utilization of socially and economically disadvantaged individuals in procurements with EPA funding, the GCCM will agree to ensure, to the fullest extent possible, that the applicable "fair share" objectives for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned and controlled by socially or economically disadvantaged individuals and women. The following percentages are the current fair share goals/objectives that apply to the project as a whole.
 - MBE 10%
 - WBE 6%

F. Nondiscrimination and Equal Employment

1. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this RFP shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory,

mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this RFP. Neither the Proposer nor any party subcontracting under the authority of this RFP shall engage in unfair employment practices. King County Code Chapters 12.16, 12.17, and 12.18 are incorporated herein by reference, and such requirements shall apply to this RFP.

G. Apprenticeship

1. King County is committed to fostering partnerships with labor, business, and the local community to create a skilled workforce that reflects the diversity of the County's population. In accordance with King County Code 12.16.150-180, which is incorporated herein by this reference, King County will require the GCCM to established certain Apprentice Utilization Goals and individual Apprentice Hiring Goals for this Project.

H. King County Small Economically Disadvantaged Businesses Program

1. King County is developing a program to maximize the participation of Small Economically Disadvantaged Businesses ("SEDB") through the use of voluntary participation goals on construction contracts. A SEDB means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration ("SBA") and with the Owners' Personal Net Worth less than \$750K dollars.

3 SCHEDULE

A. Design and Construction

1. This project will be implemented using a phased design, permitting and construction process as illustrated in the bullet points below. It is anticipated that work under the initial Construction Package will begin while design is still underway on the later Construction Packages. A bar chart schedule showing key design and construction activities is in Appendix B.
 - Schematic Design through Construction Documents: 12/2003 to 1/2009
 - Permitting 7/2004 to 1/2009
 - Construction 8/2004 to 12/2010

B. Selection of the GCCM – Anticipated Schedule

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| ▪ First publication announcing the RFP appears in the Daily Journal of Commerce and the Seattle Times. | 09/23/03 |
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|---|------------------|
| <ul style="list-style-type: none"> Project Information Meeting 2:00 p.m. King Street Center 8th Floor Conference Room 201 South Jackson Street; Seattle, WA 98104-3855 | 10/07/03 |
| <ul style="list-style-type: none"> Deadline for Proposers to submit written questions. | 10/14/03 |
| <ul style="list-style-type: none"> Proposals are due. 3:00 p.m. King County Contracts Counter Exchange Building 8th Floor 821 Second Avenue Seattle WA 98104 | 10/23/03 |
| <ul style="list-style-type: none"> County completes selection of Finalists in Competitive Range to send Requests for Final Cost Proposals | Week of 11/10/03 |
| <ul style="list-style-type: none"> County notifies all firms of the results of the selection. | Week of 11/10/03 |
| <ul style="list-style-type: none"> County releases Part 2 of the RFP to Finalists in Competitive Range and Requests Final Cost Proposals | Week of 11/10/03 |
| <ul style="list-style-type: none"> Final Cost Proposals are due. 3:00 p.m. King County Contracts Counter Exchange Building 8th Floor 821 Second Avenue Seattle WA 98104 | 11/25/03 |
| <ul style="list-style-type: none"> Interviews | Week of 12/01/03 |
| <ul style="list-style-type: none"> Notice of Selection | Week of 12/29/03 |
| <ul style="list-style-type: none"> Agreement for Pre-construction Services executed. | Week of 01/05/04 |

4 SCOPE OF GCCM SERVICES

- A. King County is seeking a GCCM firm to perform pre-construction and construction services. The GCCM will be one member of a team with the Owner, Engineer, Architect, Construction Management consultant, and other project consultants. At a minimum, the GCCM firm shall be skilled in developing schedules; preparing construction cost estimates and analyzing market conditions; performing value engineering and life-cycle cost analyses; analyzing alternative designs; analyzing labor conditions; understanding construction methods and techniques, performing constructability reviews of design and construction documents; sequencing of work; and coordinating and communicating the activities of a project team throughout the design and construction phases to all members of that team. In addition, the GCCM shall be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

- B. Pre-construction Services will begin immediately upon execution of the Contract for Pre-construction Services. It is the intent of the County that the GCCM shall actively participate as a member of the project team with the Owner and the design team. Involvement of the GCCM will begin at the time that the design team completes the schematic design, which will allow GCCM participation in review of the schematic design, the Value Engineering workshop, and so on. As design continues to completion of construction documents for each construction package, the GCCM would continue to be involved in the design process to provide construction expertise and to ensure that a quality project can be implemented. During the pre-construction period, the GCCM shall provide a professional project manager and other staff as needed to attend design team meetings as required, and provide or oversee the services of the GCCM team to ensure development of the most functional, constructable, and cost effective project. Appendix C includes a more detailed scope of work for the Pre-construction Phase Services. Firms selected to submit final proposals for this project will be provided with a copy of the Agreement for Pre-construction Phase Services and will submit a cost proposal for this phase in accordance with information provided in the Request for Final Cost Proposals.
- C. Construction Phase Services: This phase of work will include execution of construction, management and completion of all construction work elements, and procurement and management of all construction subcontractors for the work described in the Construction Contract and each Construction Package Amendment. The GCCM will maintain staff at the project site as necessary to manage the work and ensure progress in accordance with the schedule. The GCCM will revise and update the Critical Path Method ("CPM") schedule as necessary during construction. The GCCM will be responsible for overall site safety and coordination of subcontractor safety plans as appropriate. This phase of work includes all activities related to preparation of MACC estimates, procurement of subcontractor bids, execution of subcontracts, reviewing progress pay requests from subcontractors, tracking actual costs as compared to estimates, and documenting work progress. A Project Labor Agreement may be established which will apply to the construction work under this contract. The construction contract will incorporate Federal requirements applicable to the project due to funding from SRF. In addition, the County anticipates that there will be a requirement to utilize Apprentices for 10-20 percent of the labor hours under the contract (by the GCCM and all subcontractors at every tier). Appendix D includes a more detailed scope of work for Construction Phase Services.
- D. King County intends to work with the GCCM, project designers, and other project participants in a team approach to project implementation and problem-solving. Team-building will be a part of the work effort, including a formal program to be developed by the participants. King County intends to encourage collaboration, teamwork, and cooperation among the project's key players (including the County), in order to ensure that problems and issues that arise are addressed in a manner that best serves the interest of the project.
- E. As discussed above, the work will be accomplished in phases. King County anticipates that a MACC will be negotiated for each construction package at the time that 60-100 percent plans and specifications for that package have been prepared. At the time that the initial construction package MACC and Guaranteed Contract Cost ("GCC") is agreed to, the construction contract will be executed.

As each subsequent construction package MACC is developed, the contract will be amended to add that construction package and amend the MACC and GCC.

- F. The construction contract will define the cost elements and procedures for determining the MACC and GCC. As allowed in RCW 39.10, the Guaranteed Contract Cost for each Construction Package will include the MACC, the fixed amount for General Conditions costs applicable to the Construction Package, the percent fee markup on the MACC, and sales tax. King County will provide a cost matrix in the Request for Final Cost Proposals indicating how project costs will be allocated to the various elements of Guaranteed Contract Cost.
- G. At any time the County is unable to negotiate a MACC for a Construction Package Amendment, the County retains the right to bid out the work using a conventional "design-bid-build" process for any or all Construction Packages.
- H. RCW 39.10.061 (6) requires that all subcontract work shall be competitively bid with public bid openings. As stated in RCW 39.10.061 (7), the GCCM may bid on subcontract work, and the value of subcontract work performed by the GCCM is limited to 30 percent of the negotiated MACC (overall project). As each construction package is implemented, the GCCM self-perform subcontract work will be tracked, to ensure that it will not exceed 30 percent of the total project MACC (that is, the GCCM may self-perform more than 30 percent of a particular construction package MACC, as long as the 30 percent level is not exceeded on the sum of the construction package MACCs) at project completion.

5 SELECTION AND AWARD PROCESS

- A. All Proposals will be reviewed to ensure that the pass fail minimum requirements are met. The County will reject any Proposer whose Proposal does not meet the pass fail minimum requirements.
- B. Proposals that meet the pass fail minimum requirements will be evaluated by a Evaluation Panel ("Panel"), which will be responsible for ranking of the Proposers. The stated evaluation criteria will be used in evaluating the Proposals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) have been assigned to the Evaluation Criteria; maximum points are identified for each criterion listed.
- C. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to establish the competitive range that will include the most qualified Proposers.
- D. The County may conduct interviews, request additional qualification information and cost proposals from the Proposers included in the competitive range. Interviews will have maximum points of 30. The County may choose to use different criteria for the Interview, in which case the finalists will be so notified in writing. The interview process may not include a presentation and the Proposers may not be given questions in advance of the interview.
- E. As the County determines necessary in the evaluation of proposals, additional information or clarification may be requested.

- F. The County will award a contract to the Proposer who offers the best value to the County. To determine best value, the County will evaluate proposals by means of a cost/technical tradeoff evaluation that considers the Proposer's proposed cost for all work relative to the technical qualification and non-cost advantages of the proposal. Qualifications are more important than price; however, as technical qualifications become more comparable, price is more important and may become the determining factor in the selection process.

6 PROPOSAL DOCUMENTATION REQUIREMENTS & EVALUATION CRITERIA

A. FORMAT REQUIREMENTS

1. Proposer shall provide **one (1) original unbound** Proposal and **fourteen (14) bound copies** of the Proposal. The original and copies shall be in a sealed box or envelope as size requires. The original and copies of the Proposal shall be indexed with tabs for each section.
 - a. Once provided to the County, Proposals become property of the County and may be subject to disclosure in accordance to Washington law.
2. The Proposal should address each of the items set forth below in a clear and concise manner. Responses must be in the same order as listed below. Brevity is preferred. The Proposal shall be organized in a manner that will enable the County's selection panel to quickly access pertinent information. In consideration of the reviewer's time, every effort should be made to avoid duplicating the information presented in the Proposals
3. The Proposal shall be prepared on 8 1/2" by 11" paper except the organization chart, which may be on 11" x 17" paper.
4. If a Proposal exceeds the page limit established for the particular section of the Proposal, all pages in that section that exceed the limitation shall be removed from the Proposal and will not be considered during the evaluation.
5. The Proposal shall consist of the component parts as described in paragraph 6.0 B. and C.
6. As used in this RFP, the term "similar in size, scope and complexity" includes project with the following elements:
 - a. Construction of wastewater or water treatment facility or industrial process facility;
 - b. Projects exceeding \$100 million of construction cost;
 - c. GCCM, CM at Risk, or similar contractual arrangement between Contractor and Owner;
 - d. Significant percentage of subcontracted mechanical and electrical work;
 - e. Projects with high level of public visibility, concern, and/or controversy;
 - f. Projects with significant environmental and permit constraints ;
 - g. Significant planning and coordination of subcontractors;
 - h. Significant coordination with other Contractors within the job site;
 - i. Proposer performed constructability reviews and value engineering;

- j. Proposer prepared and maintained an up-to-date fully-loaded CPM Project schedule;
- k. Proposer had responsibility for site safety; and
- l. Proposer coordinated with facilities operation and maintenance staff during design and construction.

B. MINIMUM REQUIREMENTS

1. **Pass / Fail.** A Proposer must satisfy the following the minimum requirements. Failure to satisfy this requirement will result in rejection of the Proposal without further evaluation.

| Requirement | Evidence |
|---|---|
| a. The GCCM currently holds a Washington State Contractor's License issued by the State of Washington Department of Labor and Industries in accordance with RCW 18.27.020 | Provide a copy of active Washington State Contractor's License. |
| b. Proposer must have a tax registration number from the Washington State Department of Revenue. | Provide the tax number. |
| c. Proposer must have a bonding capacity of not less than \$250 million and the ability to obtain a payment and performance bond for entire contract amount. | Provide letter from Proposer's surety company (or agent) confirming bonding capacity. If the letter is provided by the agent, the letter shall specify the Sureties to be used. |
| d. Proposer must establish that it has the ability to meet the minimum insurance requirements as set forth in Appendix E. | Provide a letter from insurance broker or agent confirming commitment to insure Proposer. |

C. PROPOSAL

1. **Letter of Interest:** The letter of interest may contain any information not shown elsewhere in the Proposals. (2 page limit)
2. **Qualifications of GCCM and Project Team:** All information submitted with regard to this section is limited to 5 pages (including the organization chart page(s)). The following documentation is not included in the page limit: Joint Venture Agreement (if applicable); Project Examples; and Resumes.
 - a. GCCM Proposer.
 - (1) Provide a listing of the firms that comprise the GCCM Proposer and their respective involvement in the project.
 - (2) If the Proposer is a Joint Venture ("JV"), provide a copy of the joint venture agreement.

- (a) The Proposer should specify the degree of control each member of the JV will exercise, the distribution of profit and loss, and the identification of work responsibilities each will exercise, if the JV Agreement does not address this information.
- (b) Identify the number and types of projects completed by the JV and describe the working history of the JV.

b. Current and Projected Workload.

- (1) Identify the annual volume (in dollars) of construction for the past five years.
- (2) Identify the Proposer's anticipated volume for the current year and planned volume for the next two years (excluding this project).
- (3) Describe how this Project would impact the Proposer's volume of work and steps the Proposer will take to ensure adequate resources are applied to this Project.

c. GCCM Project Team Members.

- (1) Submit an organization chart showing your proposed Project Team Members for the pre-construction and construction phases. This chart maybe on 11" by 17" paper. Project Team Members include, but are not limited to:
 - (a) Preconstruction Services: Project Manager, Superintendent, Cost Estimator, Scheduler, Project Engineer for Mechanical, and Project Engineer for Electrical.
 - (b) Construction Services: Project Manager, Superintendent, Cost Estimator, Scheduler, Project Engineer for Mechanical; Project Engineer for Electrical, Project Control Manager, Quality Control Manager, Site Safety Manager, and Community Relations Officer.
- (2) Provide a brief narrative explaining the Project Team Members' previous relevant experience and how such experience will benefit this Project.
- (3) Resumes. Provide resumes of the individuals identified on the organization chart, in alphabetical order by last name. Each resume is limited to 2 pages. Each resume shall include, at a minimum, the following information:
 - (a) Name;
 - (b) Proposed role on the Brightwater GCCM team;
 - (c) Firm name and number of years employed by Firm;
 - (d) Number of years of experience in profession;
 - (e) Education (college degree and year);
 - (f) Professional registrations and licenses (type/state/year);
 - (g) Project experience on projects similar in size, scope and complexity and in similar responsibilities to the proposed responsibilities on the Brightwater project. If the project is not

included in the Project Examples in the proposal, provide a brief description of other similar projects, the person's role on the project, and the challenges that were encountered.

- (h) References: for each project described above, the owner's name and telephone number; the name and telephone number of the owner's project manager or other person who can verify the experience of the person on the identified project. The proposer is responsible for ensuring that current phone numbers are provided for the references.

d. Project Examples

- (1) Provide three (3) project examples using the format shown in Attachment 1 to highlight the capabilities of the Proposer and the proposed Project Team.

3. **Project Approach.** This section is limited to 15 pages. Provide the following information:

- a. Overview: Provide an overview of your approach to providing GCCM services on the Brightwater project. The overview should highlight key issues that you foresee for the project and how your project team would approach these issues.
- b. Cost Estimating & Cost Control. Discuss Proposer's approach to cost estimating and control through the design and construction phases, including:
 - (1) Preparation of budget estimates from partial design documents;
 - (2) Formatting of cost estimate summaries to facilitate comparison as design evolves;
 - (3) Trend estimating between design milestones;
 - (4) Estimating allowances and contingencies;
 - (5) Tracking from budget estimates to MACC proposal;
 - (6) Tracking project costs during construction; and
 - (7) Preparing cash flow projections.
- c. Project Schedule. Discuss Proposer's approach to preparation and management of the project schedule beginning in the design phase and continuing through construction, including:
 - (1) Development of a baseline schedule;
 - (2) Analyzing schedule alternatives;
 - (3) Tracking progress during construction and recovery planning;
 - (4) Developing look-ahead schedules;
 - (5) Controlling the project schedule with large proportion of subcontracted work; and
 - (6) Using the schedule to manage the work.

- d. GCCM Self Performed Work. Describe what aspects of the construction work your firm would typically self-perform on similar projects. Identify subcontract work your firm is likely to bid on in this project. Discuss your qualifications and experience in these aspects of the work and explain how self-performing this work would benefit the Project.
- e. Subcontracting. Discuss your approach to subcontracting, including:
 - (1) Preparation and component parts of the subcontracting plan;
 - (2) Pre-qualification of subcontractors;
 - (3) Understanding of EPA and WSDOE requirements under the State Revolving Fund loan program for compliance with good faith M/WBE requirements and managing subcontracting opportunities to ensure compliance with the applicable federal M/WBE program at all tiers of subcontracting;
 - (4) Understanding of the County's Apprenticeship Program and managing compliance with such program;
 - (5) Understanding state bidding requirements and managing a fair and open bidding process;
 - (6) Review of shop drawings and submittals;
 - (7) Coordination of subcontractor work;
 - (8) Scheduling;
 - (9) Quality control; and
 - (10) Managing change orders in GCCM environment.
- f. Continuity From Design through Construction. Discuss how the Proposer will ensure continuity between the design and construction phases. For example, describe steps that would be taken to ensure that decisions made during the design phase are carried out in construction.
- g. Providing Pre-Construction Services. Discuss the Proposer's approach for providing services during the pre-construction phase, including:
 - (1) Constructability reviews;
 - (2) Value engineering analysis and suggestions;
 - (3) Developing recommended contract packaging;
 - (4) Determining equipment to be procured early;
 - (5) Collaboration between and among Owner and Designer;
 - (6) Development of partial/phased MACC's;
 - (7) Planning for utilization of M/WBEs in the construction phase; and
 - (8) Ensuring interest by high-quality subcontractors.
- h. Safety Program.
 - (1) Describe your firm's safety programs for projects similar in size, scope and complexity.

- (2) Provide a copy of the accident/injury experience factor from the Washington State Department of Labor and Industries or other appropriate organization for the past three years.
- i. Incentives. Describe ideas or approaches to incentivize and enhance performance of the GCCM, enhance safety, and provide opportunities for cost reduction while maintaining quality. Provide examples of successful incentive plans from previous projects.
- j. Unique Challenges. Discuss the unique challenges and opportunities of constructing a wastewater treatment facility, such as the Brightwater project, from the GCCM's perspective. As the GCCM for this project, identify ideas for meeting these challenges to ensure project success.

D. EVALUATION CRITERIA

1. Qualification & Experience of Firm 20 points

- a. The County will evaluate the qualification and experience of the Proposing Firm for managing projects similar in size, scope, and complexity to this Project. Preference will be given to the Proposing Firms that have successfully worked together on Projects similar in size, scope and complexity to this Project.
- b. The County will evaluate the Proposer's past, current, and projects workload experience. The County is interested in the Proposer's past performance in managing workload similar to this project and ensuring that the Proposer will have the capacity and capability to managing this Project.
- c. The County will evaluate the Proposer's commitment to a strong safety program and past record of performance.
- d. The County will evaluate the Proposer's familiarity with local Seattle/King County markets and commitment to working in Washington. Preference will be given to Proposers who demonstrate commitment of resources and continuity of resources during design and construction.
- e. References may be contacted and used as part of this evaluation.
- f. Project Examples will be used as part of this evaluation.

2. Qualification of Project Team Members 30 points

- a. The County will evaluate the experience, technical competence and qualifications of Project Team members, their project specific roles and responsibilities, and overall organization of the Project Team. Preference will be given to team members whose experience and expertise is demonstrated on Projects similar in size, scope, and complexity.
- b. The County will evaluate the Project Team Members' past performance and experience working together in similar roles as proposed on this Project. Preference will be given to a team that has successfully worked together on Projects similar in size, scope and complexity to this Project.
- c. The County will evaluate the availability and commitment of key staff both with respect to Preconstruction Services and Construction Services.
- d. References may be contacted and used as part of this evaluation.

e. Project Examples will be used as part of this evaluation.

3. Past Performance on Similar Projects 20 points

- a. The County will evaluate the Project team's record of performance on contracts with government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial considerations.
- b. The County will evaluate the Project Examples and accompanying narrative to evaluate the Proposer's experience with similar projects and the amount of involvement of the Project Team members in the Project Examples. The Project Examples should demonstrate the Project Team's experience on projects similar in size, scope, and complexity. Preference will be given to Project Examples for wastewater treatment facilities.
- c. References may be contacted and used as part of this evaluation.
- d. Project Examples will be used as part of this evaluation criteria

4. Project Approach 30 points

- a. The County will evaluate the Proposer's understanding of the scope of the project and overall approach to dealing with the complexities and challenges that will be faced.
- b. The County will evaluate the Proposer's approach to cost estimating and cost control, managing the Project Schedule to ensure timely completion, management of subcontracting and ensuring quality of workmanship, commitment of resources, incentives to maximize quality and timely completion within budget constraints, and overall approach to Pre-Construction Services.

7 FINAL COST PROPOSALS

King County will review the proposals and determine the highest-ranked proposals. The highest-ranked Proposers will be notified and requested to submit a Final Cost Proposal in accordance with supplemental information that will be issued by the County. The final cost proposals will be evaluated, and in combination with the technical proposals and interviews, will form the basis for evaluation and final selection.

8 INTERVIEW

King County reserves the right to interview one or more Proposers. Should your firm be invited to an interview, the invitation will advise you of topics to be explored; questions to be answered; and which key individuals will be required to attend the interview. The interview will be evaluated, and in combination with the technical proposals and final cost proposal, will form the basis for evaluation and final selection.

9 INCENTIVE CLAUSE

RCW 39.10.061(8) allows additional monetary incentives for the GCCM firm to provide savings in time and/or project cost; however, for the purpose of submitting a proposal/bid the GCCM firm shall not assume that an incentive clause will be negotiated. Should an incentive clause be negotiated it shall not include "buy-out savings". The decision to negotiate an incentive clause will solely be that of the Owner.

10 PROTESTS AND APPEALS

A. Time to file a Protest.

1. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
2. A financially interested Proposer may file a protest based on evaluation of Proposals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
3. In no event shall a protest be considered if all Proposals are rejected or after award of this contract.

B. Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest, and include:

1. The name, address and telephone number of the party protesting or their representative;
2. The RFP number and contract title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

C. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to award of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Manager of the King County Finance and Business Operations Division (Division Manager).

D. Requirements for filing an Appeal. The Appeal shall include the following information and received by the Division Manager and Contract Specialist within five (5) calendar days of the issuance of the Manager's decision:

1. Name, address and telephone number of the person filing the appeal or their representative;
2. Copy of the Manager's decision; and
3. Explain the basis for the appeal and the ruling or relief requested.

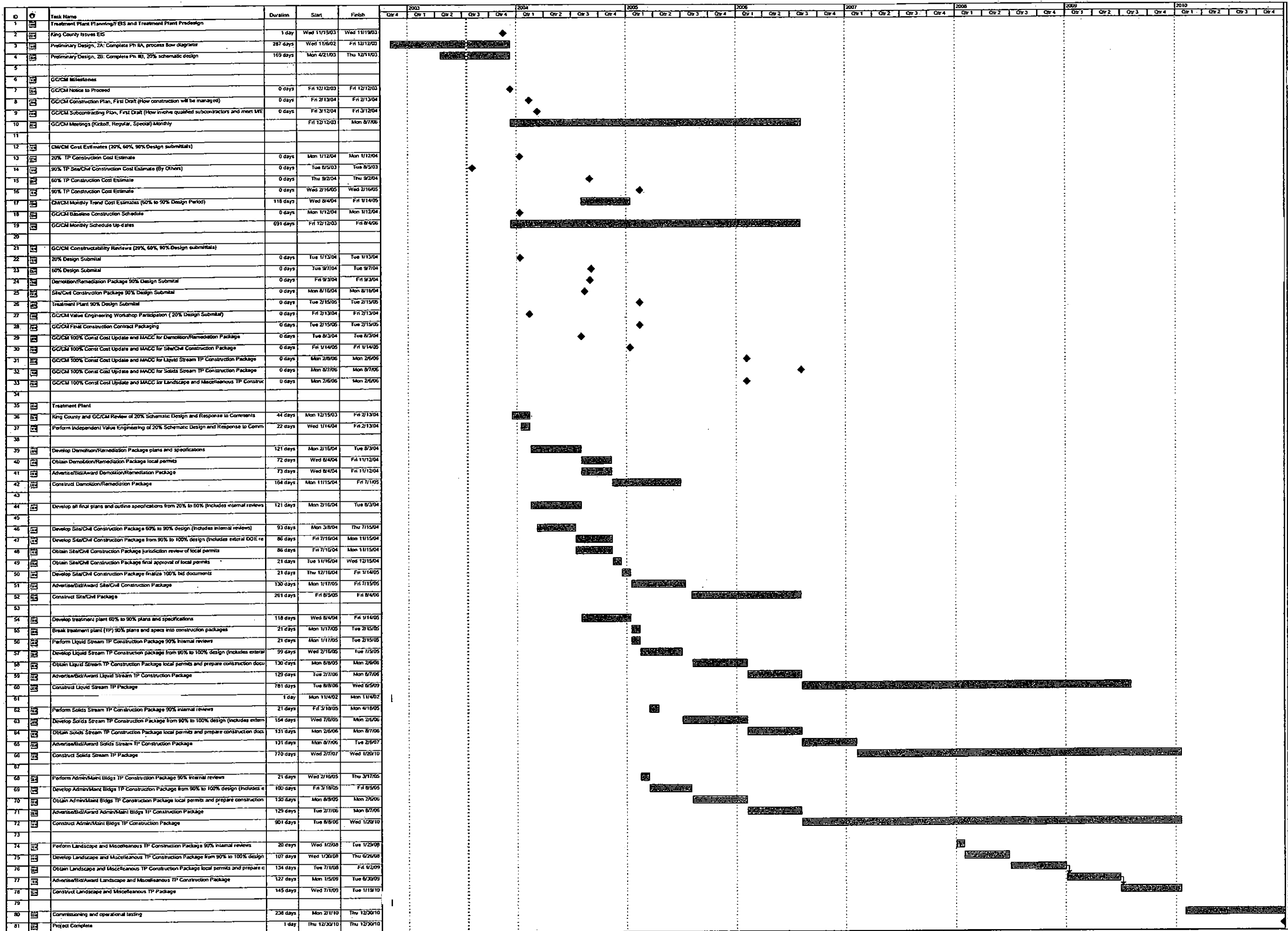
- E. Grounds for Appeal. The recognized justification for reconsideration are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues, which could have been raised earlier, will not be considered on appeal.
- F. Determination of the Appeal. Upon receipt of a Request for Reconsideration, the Division Manager or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Division Manager shall constitute the final action of the County.
- G. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
- H. Exhaustion of Administrative Remedies: As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
- I. Venue: By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

APPENDICES

- A. Project Description
- B. Project Schedule Bar Chart
- C. Scope of Work for Pre-construction Services
- D. Scope of Work for Construction Phase
- E. Insurance Requirements (Preconstruction) add Construction

ATTACHMENT

- 1. Project Example Format (Firm Qualifications)



APPENDIX A PROJECT DESCRIPTION BRIGHTWATER TREATMENT PLANT

INTRODUCTION

King County proposes to build Brightwater to serve residents of north King and south Snohomish Counties. The plant would be at one of two locations: the Unocal site in Edmonds or the Route 9 site in unincorporated Snohomish County. By 2010, the plant would have the capacity to treat an average of 36 million gallons per day (mgd) of wastewater. By 2040, the plant would be expanded to provide secondary treatment capacity of 54 mgd.

This project description describes the proposed wastewater treatment facilities that will be located at either the Route 9 or the Unocal site. Each facility will be comprised of similar treatment processes with variations due to individual site characteristics. The treatment facilities will treat the wastewater to produce an effluent that meets or exceeds secondary treatment standards regulated by the Washington Department of Ecology.

TREATMENT PROCESS SUMMARY

All flow will enter the plant through an influent pump station and receive preliminary treatment at the headworks area through screening followed by aerated or vortex grit removal. Following preliminary treatment, the flow will enter a flow split structure that will direct flows up to the split stream threshold to secondary treatment; flows in excess of the threshold will be directed to the ballasted sedimentation process. All flow will be disinfected and discharged to Puget Sound through a deep water outfall.

TREATMENT PLANT STRUCTURES

The proposed Brightwater Treatment Plant will contain structures which house preliminary, primary and secondary treatment; disinfection; water treatment for reuse, solids treatment and handling; electrical substations, odor control; and influent and effluent pumping facilities. Support facilities include administration and maintenance buildings, chemical storage, and a community oriented building. See plant layouts for the Route 9 site and the Unocal site in Figures C-1 and C-2 attached.

LAYOUT DESCRIPTION

Buildings and equipment at each site would be arranged in a manner that would facilitate the treatment process flow. Overall site layout, however, would differ substantially because of the differences in the location, topography, soils, size, and shape of the sites.

ROUTE 9 TREATMENT PLANT LAYOUT AND CHARACTERISTICS

The Route 9 site lies inland, approximately 12.5 miles east of Puget Sound. It is located in unincorporated Snohomish County east of SR 9, just north of the City of Woodinville and near the intersection of SR 9 and SR 522. The site consists of parcels owned by various individuals, businesses, and organizations. Low-density, single-family residences occupy the majority of the area surrounding the site, except to the southwest where light industrial businesses are located.

The site is rectangular in shape and 114.3 acres in total size. The northern portion of the site (37.3 acres), which is outside the Urban Growth Area (UGA), is largely undeveloped and partially forested, with the presence of wetlands. This

area north of the UGA would not be used for construction of treatment facilities. The central and southern portions of the site have been developed for commercial and industrial land uses.

The wastewater treatment facilities would be located in the central and southern portion of the site. The administration and maintenance buildings would be located in the southern portion of the treatment facility close to the influent and solids handling system, which generally require the most operation and maintenance attention. The liquid treatment facilities would be on the eastern side of the site, arranged from south to north based on process flow sequence. The water reuse facilities would be located at the northern end of the plant. The solids treatment and handling units would be located in the southern portion of the treatment plant near preliminary and primary treatment. Odor control facilities are decentralized and located near their respective process units: influent pump station, preliminary and primary treatment, secondary treatment, and solids handling.

The project would emphasize the use of Low Impact Development (LID) as a basic approach to minimize the amount of stormwater runoff. The LID measures that can be applied to this project include: open site design, establishment of forested areas, vegetated roofs, porous pavement, bio-retention swales, and amended soil. Porous pavement would be used for automobile parking areas, light-use roadways and sidewalks to promote stormwater infiltration. Vegetated roofs would be used on some of the process and nonprocess buildings. Such roofs are effective in temporarily storing and/or reducing runoff. Amended soils would be incorporated into the landscaped areas of the site. The stormwater infiltration and holding capacity of amended soils is greatly enhanced, also reducing runoff.

UNOCAL TREATMENT PLANT LAYOUT AND CHARACTERISTICS

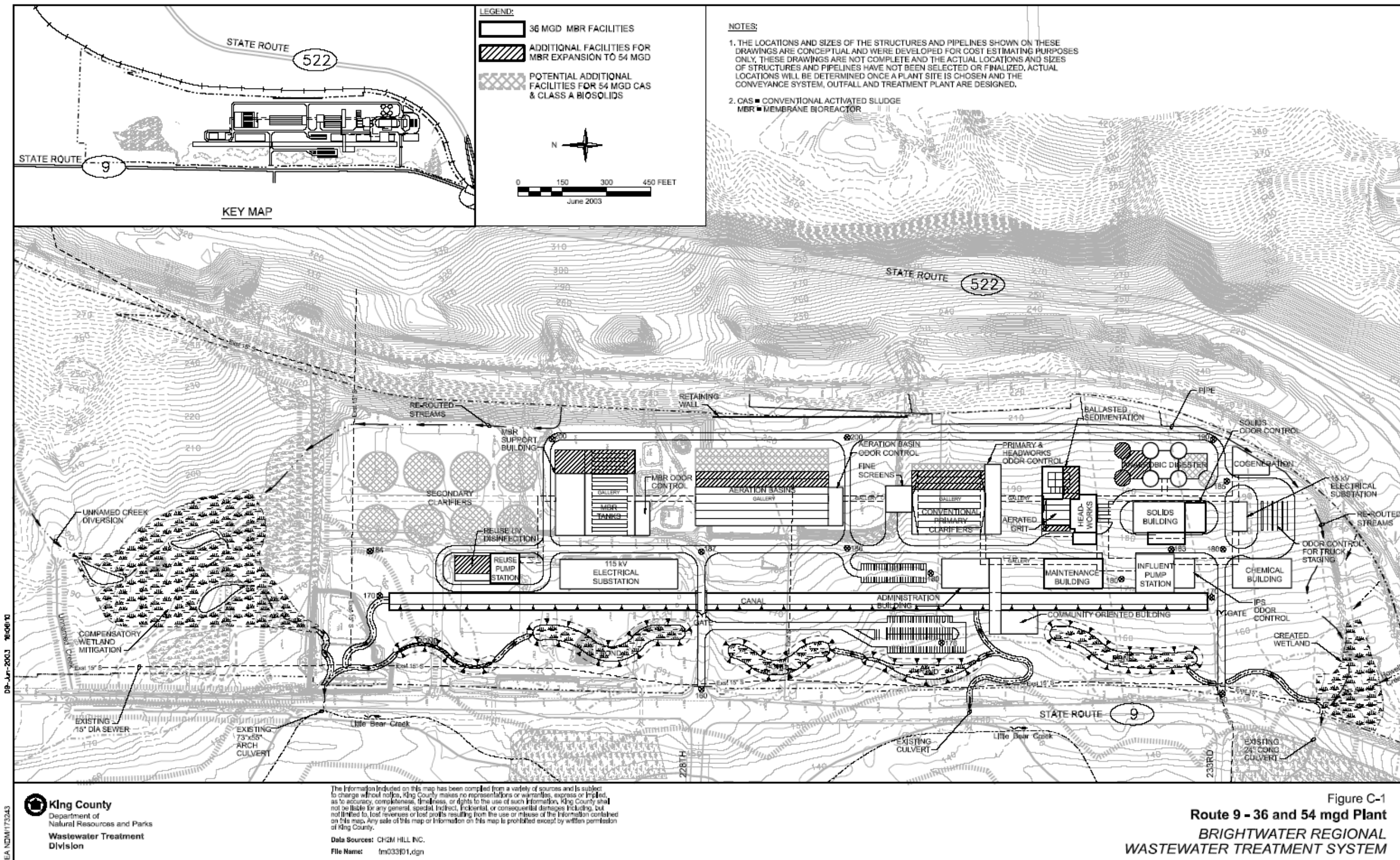
As with the Route 9 alternatives, the proposed Brightwater Treatment Plant at Unocal would be designed to treat 36 mgd of wastewater by 2010 with features to allow for a future expansion to 54 mgd in 2040. The plant would use the same secondary treatment process to meet discharge requirements and release a disinfected effluent to Puget Sound that meets Washington State standards. Two sub-alternatives relating to the Unocal site have also been evaluated. One subalternative involves treating flows from the Cities of Edmonds and Lynnwood at the Brightwater Treatment Plant, potentially expanding the capacity of the plant from 54 to 72 mgd in 2040. The other sub-alternative involves building a structural "lid" over a portion of the treatment plant site to accommodate the proposed multi-modal transportation facility (Edmonds Crossing). The multimodal lid sub-alternative would be designed to provide the proposed functions of the Edmonds Crossing and could be incorporated into the design and construction of either the base 54 mgd alternative or the 72 mgd sub-alternative.

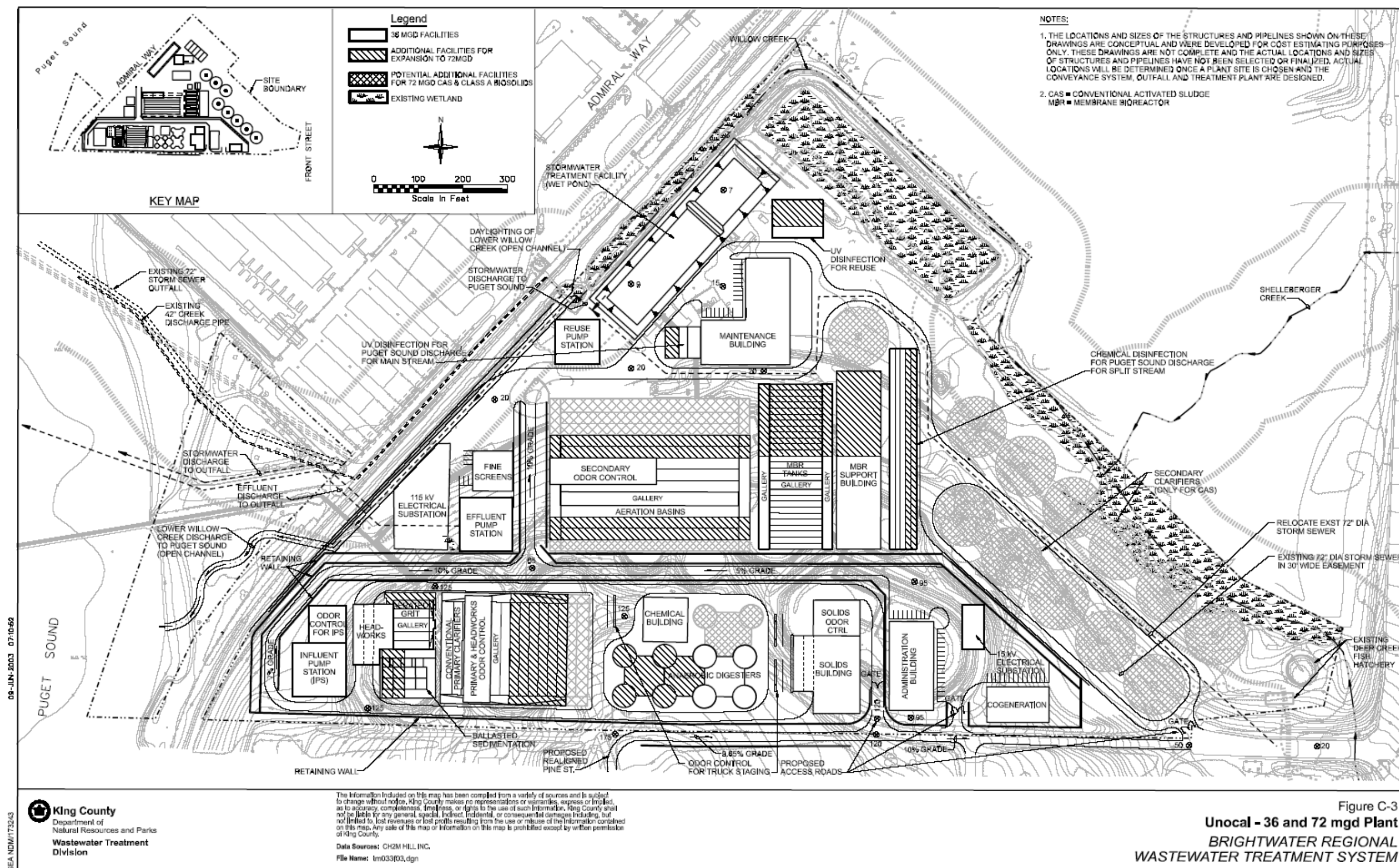
The Unocal site is located in the City of Edmonds just southeast of the Port of Edmonds Marina. The site includes the area east and west of the Burlington Northern-Santa Fe Railroad tracks and the right-of-way for Pine Street. The site includes Pine Street, which would be relocated to accommodate the treatment plant. The small triangular piece of land along the shoreline west of the railroad includes a marsh and modified beach area along Puget Sound. The treatment

plant would be built on the larger triangular piece of land east of the railroad tracks. Willow Creek and a wetland occupy the east perimeter of this larger piece of land, and the railroad runs along its west perimeter. The Deer Creek Hatchery is located in the southeast corner. Residences lie to the south and southeast.

The layout includes the 1.6 acres of the Pine Street right-of-way, which would be relocated along the south property line. The treatment plant would include preliminary, primary and secondary treatment; disinfection; water treatment for reuse, solids treatment and handling; electrical substations, odor control; and influent and effluent pumping facilities. Support facilities include administration and maintenance buildings and chemical storage. The total footprint of the treatment and support facilities would be approximately 34.5 acres for the base alternative. The treatment plant for 72 mgd would occupy 34.7 acres, with an additional 6.6 acres reserved for expansion to full flow CAS and Class A biosolids. The 72-mgd sub-alternative with the multi-modal lid would occupy a footprint of 39.1 acres.

Between the treatment process units and the southern property line would be a 50- to 75-foot setback to provide a buffer to residents to the south; greater buffers would be provided between treatment facilities and Willow Creek. Because of the steep slopes, a series of retaining walls would be constructed in a stepwise fashion to terrace the site for construction of the treatment units and to allow for reasonable road grades. For example, the preliminary treatment facilities and solids handling facilities would be placed on the 125-foot level; the entrance and administration building would be on the 95-foot level; and the secondary treatment and reuse treatment facilities would be located on the lower, northern part of the site. The terraces constructed during the first phase of construction for the 36-mgd treatment plant would provide sufficient room for addition of the individual treatment process units required for the 54-mgd expansion and the 72-mgd sub-alternative. The additional area for the expanded plant would be located in the vicinity of the secondary treatment and reuse facilities.





APPENDIX C
BRIGHTWATER TREATMENT PLANT
GCCM PRE-CONSTRUCTION PHASE
SCOPE OF WORK

BASIC SERVICES

Task 1: Project Management

| | |
|--------------|--|
| Description | Overall project management services of the GCCM |
| Duration | From Notice to Proceed for Pre-construction Services NTP to completion of MACC/GCC negotiations for final contract package (estimated 33 months) |
| Purpose | Manage efforts of GCCM team during pre-construction phase |
| Deliverables | Project Management Plan, including details of project communication, documentation, invoicing procedures, etc. |

Task 1.2: Construction Plan

| | |
|--------------|---|
| Description | <p>Develop a construction plan that addresses issues relating to how the construction will be managed on the project. Specific issues to be addressed include:</p> <ul style="list-style-type: none">• Comprehensive document management and tracking system that will be accessible by GCCM and its subs; Owner; CM Consultant; Design Team• Database to track comments on design and other open issues (VE, constructability, permitting, O and M, other comments) and responses• Analysis of options for providing• Site safety plan• Quality control plan• VE procedures during construction• Dispute review process (DRB)• Start-up planning (unit responsibility of GCCM, coordination with O and M, warranties, training, manuals)• Open book cost management and tracking• Site access and control issues (traffic, parking, batch plant, tower cranes, survey, etc.)• Planning for site offices for GCCM, County staff, CM consultant staff and other project team members to be located at the site during construction |
| Deliverables | Construction Plan draft. Final plan incorporating King County comments. Updated plan sections as needed during project performance. |

1.3 Construction Contract Packaging

| | |
|-----------|--|
| Frequency | One-time effort, updated as necessary |
| Purpose | Determine construction contract packaging. Develop alternative packaging configurations and evaluation factors. Determine equipment early procurement packages. Recommend preferred approach. Conduct one-day workshop with Design Team, Owner, others as necessary to review and agree on packaging approach. |

Deliverables Workshop materials. Technical memorandum documenting alternatives, analysis, and recommendations.

1.4: Subcontracting Plan

Description Develop a proactive plan to involve the best qualified subcontractors in the project and meet goals for involvement of M/WBEs. Plan for competitively bidding the subcontracted work. Develop procedures as necessary to ensure that federal M/WBE requirements can be met during construction, including subcontract packaging, outreach program, documentation of good faith efforts, and ensuring compliance at all subcontracting tiers as appropriate.

Deliverables Draft plan for review. Final plan incorporating King County comments. Revisions to the plan as necessary to adapt to changing conditions and experience on the initial Construction Packages.

1.5 Incentives Plan

Description Develop a plan to “incentivize the GCCM’s performance. Factors to consider include cost, schedule, compliance with permit conditions, safety record, etc. The plan will address the mechanics of evaluating GCCM performance and providing financial incentives for exceptional performance.

Deliverables Incentives Plan draft. Final plan incorporating King County comments. Updated plan sections as needed during project performance.

Task 2: Meetings

2.1 Kickoff Meeting

Frequency One time, to be held at the completion of the Schematic Design

Duration Two (2) days, with one day site visit

Attendees Project Manager, Superintendent, Cost Estimator, Scheduler

Purpose To introduce key project personnel and to define roles and responsibilities of each team member. Develop Meeting schedule and review design schedule.

Deliverables Key personnel Roster with names, phone numbers, role during preconstruction services, e-mail address

2.2 Regular Meetings

Frequency Monthly, held with the Owner and Design Team, beginning at NTP and continuing until negotiation of final MACC package is complete (estimated 33 months)

Duration One day

Attendees Project Manager, Cost Estimator, Scheduler, others as needed

Purpose Provide monthly update of CPM Schedule; Distribute constructability Issue Log, VE Log. Discuss design progress and issues. Determine follow-up actions to be taken by each party.

Deliverables Updated CPM Schedule, Constructability Issue Log. Cost comparison analysis if any performed.

2.3 Special Meetings

| | |
|--------------|---|
| Frequency | To be held at design milestones (assume Schematic Design, 60% and 90%) |
| Duration | Two days each, assume 3 milestone points |
| Attendees | Project Manager, Superintendent, Cost Estimator, Scheduler, others as needed |
| Purpose | To review the estimate, constructability review comments and VE tracking sheet. |
| Deliverables | Estimate, Constructability Review Comments, VE tracking sheet. |

2.4 Team-Building Meetings

| | |
|--------------|--|
| Frequency | Assume quarterly meetings |
| Duration | One day each |
| Attendees | Project Manager, Superintendent, other staff as needed |
| Purpose | To foster open and productive communication among the project participants (owner, design team, GCCM team, others as appropriate). |
| Deliverables | Documentation of work tasks (if any) resulting from Team-building meeting |

Task 3 Cost Estimates

3.1 Budget Level Estimates

| | |
|--------------|---|
| Frequency | Estimates to be prepared at the completion of the 60% and 90% design milestones |
| Deliverables | <p>GCCM detailed estimate shall be incorporated into the template spreadsheet provided by the Owner. Costs will be broken down by 1) facility; 2) CSI format; 3) construction package.</p> <p>All back-up shall be provided including quotes organized by CSI format. All assumptions and/or clarifications shall be broken down by CSI format. Narrative should document all assumptions and allowance factors.</p> <p>Beginning at 60% estimate, each estimate shall include a comparison to the previous estimates, including updating the previous to the current ENR index (inflation). At the time that the MACC is prepared, the budget level estimate will form the basis for comparison.</p> <p>Trends developed since the previous milestone estimate should be addressed in the narrative.</p> |

Task 3.2 Cost Comparison Development

| | |
|--------------|--|
| Frequency | As requested by the Owner, assume 24 comparisons to be developed |
| Purpose | To provide Owner and Designer cost comparison estimates along the way to assist in evaluating alternative designs, equipment, materials or other variations in implementation of the project |
| Deliverables | Cost comparison estimate, backup documentation and narrative |

Task 3.3 Trend Estimating

| | |
|--------------|---|
| Description | Provide cost estimate support to track incremental changes in cost as design decisions are made between the milestone estimates. May involve comparative cost estimates in some cases. A roll-up of trends will be provided by the GCCM at each monthly team meeting for review and discussion by the team. Assume that the GCCM will provide 20 detailed trend estimates and up to 20 qualitative estimates. Design team will provide written description, sketches, and/or drawings to define the design change in sufficient detail to support the estimating effort and determine the level of detail for the estimate. |
| Frequency | Will be done monthly during the timeframe of the 60% and 90% design effort |
| Purpose | To provide a detailed tracking system to identify changes in design scope between the different milestones |
| Deliverables | Estimating template will be updated incorporating all changes in scope that resulted in cost differences. Cost trend summary at each monthly meeting. At completion of milestone estimate (Task 3.1), reconcile trend estimate to the budget estimate. |

Task 4: Construction Schedules

4.1 Baseline Construction Schedule

| | |
|--------------|---|
| Description | Baseline Critical Path Method schedule. Will be provided in a format compatible with program schedule maintained by WTD's program management consultant. |
| Frequency | To be completed one time and will be submitted at the first monthly meeting. King County will review and provide comments to GCCM within 15 days; a review meeting will be scheduled to discuss the comments. GCCM will submit revised schedule incorporating comments and this will be established as the "baseline" schedule. |
| Purpose | To incorporate all Owner, Design Team and GCCM activities into one schedule. Included in this schedule shall be all subcontract bid package development, MACC negotiations, subcontract bidding/procurement and anticipated construction activities. The schedule shall identify all long-lead procurement items |
| Deliverables | GC/CM shall submit schedules sorted by ES/EF, LS/LF, and Critical Path |

4.2 Monthly Updated Schedule

| | |
|--------------|--|
| Frequency | To be completed monthly with input from Owner and Design Team. Schedule shall be completed for review during the regular monthly meeting. Will be incorporated into program schedule maintained by WTD program consultant. |
| Purpose | To provide a update of the schedule of work |
| Deliverables | Updated monthly schedule shall include anticipated Construction Package advertisement dates and award dates, and early procurement dates for long lead equipment. |

Task 5: Constructability Reviews

5.1 Document Reviews at Design Milestones

| | |
|--------------|---|
| Frequency | Detailed constructability reviews will be done in conjunction with the preparation of the 60% and 90% cost estimates. |
| Purpose | To review and provide and recommendations on the construction documents with issues such as phasing of the work, staging, temporary work, new construction techniques or methods for executing the work, value engineering suggestions that could lead to cost reductions along with identifying where the contract documents are not consistent or complete. Review to ensure that good building practice is being incorporated into the documents. Also identify whether project sequencing is viable and design elements are buildable as drawn. |
| Deliverables | Constructability review comments, entered into project comment database (see Task 1.2) for tracking. |

5.2 Value Engineering Workshop Participation

| | |
|--------------|--|
| Frequency | A single 5-day VE session to be held at the beginning of the Engineer's Phase III design. |
| Attendees | GCCM Project Manager, technical leads (Superintendent, Electrical, Mechanical, as appropriate) |
| Purpose | Review schematic design to provide VE suggestions on structural materials of construction, construction sequence, temporary work, constructability, etc. |
| Deliverables | VE suggestions, entered into the comment tracking database developed under Task 1.2. |

SUPPLEMENTAL SERVICES

Additional services not included as part of the Preconstruction Services Basic Services described above will be at the direction of King County. Such services will be compensated at the same billing rate and overhead as the Basic Services. Such services may include:

- Support of permit reviews, including attendance at meetings, responding to questions, etc.
- Support of community involvement activities, including attendance at meetings, responding to questions, etc.
- Meetings with construction trade organizations, such as AGC, Seattle-King County Building Trades, etc.
- Meetings with grant funding agencies
- Development of information documents, website, and brochures to encourage involvement of subcontractors

APPENDIX D
BRIGHTWATER TREATMENT PLANT
GCCM CONSTRUCTION PHASE
PRELIMINARY SCOPE OF WORK

The Contractor services for construction will include the following tasks, many of which will be started in the pre-construction phase and executed in the construction phase.

- Develop cost estimate and backup documentation for negotiation of the Contract Package MACCs and establishment of other cost factors for each Construction Package.
- Make available all cost and budget estimates, including supporting materials and records, to the owner as required by the contract.
- Provide monthly reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress.
- Explain significant variations and provide supporting information as requested by the owner.
- Maintain a qualified, full time Superintendent with needed staff at the job-site to coordinate and provide direction of the work. Include at a minimum Quality Control Manager, full-time Project Controls Scheduling Engineer, full-time Project Site Safety Manager, and other staff as necessary to manage and coordinate the work.
- Maintain the critical path schedule using the scheduling software as determined in the pre-construction phase and keep the County fully advised of work progress status.
- Assist the owner in its public involvement program as requested. This may include providing site tours, reviewing newsletters, press releases, etc., responding to citizen complaints, and related activities.
- Establish an effective quality control plan for all construction to ensure that materials furnished and quality of work performed are in accordance with the plan and construction documents.
- Implement and maintain a sitespecific safety program. Provide submittals and reports as specified in the construction contract documents.
- Assist the owner with securing permits for construction of the work.
- Implement the work tasks included in the approved Subcontracting Plan developed during the pre-construction phase. This includes tasks intended to ensure maximum feasible participation by M/W/DBEs in the construction of the project. The GCCM will provide progress reports to King County indicating outreach activities, subcontract packaging, procurement, apprenticeship program, and related activities, as outlined in the Subcontracting Plan.
- Solicit subcontractor bids, evaluate bids, and award contracts to subcontractors per 39.10.061. Resolve bid protests unless the GCCM is a bidder for the subcontract in question (in such case King County will resolve the protest). Ensure compliance with applicable federal M/WBE regulations in soliciting and awarding subcontracts. Provide documentation to King County as required by the Subcontracting Plan.
- Manage subcontractors for all elements of construction work per 39.10.061 (6) and (7) and the contract.
- Implement procedures for reviewing shop drawings prepared by subcontractors, ensuring timely submittal to the County for review, making revisions as necessary.

- Review and process all applications for payment by sub-contractors and material suppliers in accordance with the terms of their contracts. Review and resolve, on behalf of the owner, all sub-contractors' and/or material suppliers' requests for additional costs.
- Schedule and conduct job meetings to ensure orderly progress of the work. Prepare and distribute record of the meetings to meeting attendees and the owner.

As construction is completed, the Contractor shall provide the following close-out services:

- Perform the necessary work to satisfy the City that the facility operates as designed before the facility is deemed substantially complete. This service is known as commissioning the facility.
- Coordinate and expedite the submittal of record documents.
- Organize and index operations and maintenance manuals.
- Provide all required training of owner personnel in the operation of installed equipment and systems.
- Assist in securing occupancy permits for the pump station.
- Provide continuing change order review and processing services.
- Prepare final report of all construction costs. Assist in an owner audit of the final cost report and all supporting documentation.
- Provide lien waivers from all sub-contractors and material suppliers.
- Prepare as-built record drawings of the constructed facilities.
- Provide continuing cooperation in resolution of insurance claims, including but not limited to return to work.

APPENDIX E
BRIGHTWATER TREATMENT PLANT GCCM
PRE-CONSTRUCTION INSURANCE REQUIREMENTS

1.01 GCCM'S INSURANCE.

A. Prior to the execution of the Pre- Construction Agreement, the GCCM shall provide to the County Certificates of Insurance and Endorsements acceptable to the County meeting the requirements of the Contract (specific insurance coverage limits are set forth below). Coverage shall be maintained without interruption until Final Acceptance, or for such longer time as required by the Contract. Each policy obtained by GCCM shall be endorsed to provide County with 45 days notice of material changes to or cancellation of such policy.

B. If the scope of Work is significantly expanded, or if the aggregate limits on any of the GCCM's policies is eroded, the County may require GCCM to obtain additional coverage or reinstate eroded coverage. If the need for additional coverage is due to the fault of the GCCM or any of its Subcontractors, the GCCM shall be responsible for the cost of such additional coverage or any of its Subcontractors coverage. The GCCM shall provide proof of additional insurance required because of changed Work (Change Orders).

C. If the GCCM is required to correct damaged, defective or incomplete Work after Final Acceptance, it shall obtain at its own expense such insurance coverage as is required by the Contract, for the construction period. Such coverage shall be maintained throughout the period in which corrective work is performed.

D. Review of GCCM's insurance by County shall not relieve or decrease the duty of the GCCM to comply with the requirements of the Contract Documents.

E. Nothing contained within these provisions shall affect and/or alter the application of any other provision within this agreement.

1.02 WAIVER OF SUBROGATION

The GCCM waives all rights against the County, County's consultants, or any separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The GCCM shall require similar waivers from all Subcontractors. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

1.03 EVIDENCE OF INSURANCE.

The GCCM shall furnish the County with Certificates of Insurance and endorsements required by this Contract. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date of the policy. The GCCM shall, upon demand of King County, make available to King County, in King County, certified copies of all such policies of insurance required in this Contract. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the GCCM's work hereunder. Suspension or termination of this Contract shall not relieve the GCCM from its insurance obligation hereunder.

All subcontractors shall be required to include County and GCCM as additional insureds on their General Liability and Automobile Insurance policies.

1.04 MINIMUM SCOPE AND LIMITS OF INSURANCE

The GCCM shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have

assessed the risks that may be applicable to the GCCM under this Contract. The GCCM shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the GCCM warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

A. Insurance coverage for Preconstruction Services shall be at least as broad as stated below and with limits no less than:

1. **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering **COMMERCIAL GENERAL LIABILITY**. \$5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.
2. **Automobile Liability.** Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1,000,000 combined single limit per accident.
3. **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
4. **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

1.05 DEDUCTIBLES/SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention's must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the GCCM's liability to the County and shall be the sole responsibility of the GCCM.

1.06 OTHER INSURANCE PROVISIONS.

A. The insurance policies required in this Contract are to contain and be endorse to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:
 - (a) The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the GCCM in connection with this Contract.
 - (b) The GCCM's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, agents and consultants shall not contribute with the GCCM's insurance or benefit the GCCM in any way.

(c) The GCCM's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) A Per Project Aggregate shall apply to the General Liability policy.

1.07 ACCEPTABILITY OF INSURERS.

A. Unless otherwise approved by the County:

1. Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+; VII.

B. If at any time the foregoing required policies shall fail to meet the above minimum requirements, the GCCM shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

1.08 SUBCONTRACTORS.

The GCCM shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this GCCM shall be subject to all of the requirements stated herein.

1.09 JOB SITE SAFETY.

The GCCM shall have the "**right to control**" and bear the sole responsibility for the job site conditions, and job site safety. The GCCM shall comply with all applicable federal, state, and local safety regulations governing the job site, employees and subcontractors. The GCCM shall be responsible for subcontractor's compliance with these provisions.

END OF SECTION

ATTACHMENT 1
PROJECT EXAMPLE FORMAT
BRIGHTWATER TREATMENT PLANT GCCM

As an attachment to Section 6 of the RFP, provide three (3) project examples highlighting the experience of the Proposer and the key proposed project staff for the Brightwater Treatment Plant project. Each project example must include significant involvement of at least one of the proposed key staff.

Identify applicable key issues for each project example in Part 2 of this Attachment.

PART 1: PROJECT DATA

| | | | |
|--|--|--------------|------------|
| <ul style="list-style-type: none"> Project Name Location Total Project Budget | <ul style="list-style-type: none"> Owner Name Contact Person who knows Proposer's specific involvement and accomplishments on the project. Contact's current phone number | | |
| <ul style="list-style-type: none"> Firm under contract (if proposer is a JV) JV partner (if any) Proposer's Contract Value | <ul style="list-style-type: none"> Date Proposer began work on the project. Date Proposer completed work | | |
| Indicate with * if the Key Staff person is proposed for the Brightwater Treatment Plant Project | | | |
| Key Staff | Name | Date Started | Date Ended |
| <ul style="list-style-type: none"> Project Manager: Superintendent: Project Controls Engineer: Cost Estimator: Scheduler: Site Safety Manager: Other: (indicate job titles) | | | |

PART 2: KEY ISSUES

Check each key issue that applies to the Project Example identified in Part 1 of this Attachment. The County may request supplementary details.

| | |
|---|--|
| PROJECT - GENERAL | |
| Project involved construction of wastewater or water treatment facilities | |
| Project involved implementation new or alternative wastewater treatment technologies | |
| Project involved construction of an industrial facility | |
| Project near wetland/environmentally sensitive areas | |
| Project had high level of community visibility and concern/controversy | |
| Permit conditions and constraints affected project design | |
| Project involved architectural treatment. | |
| Project involved extensive landscaping. | |
| Project involved public access elements. | |
| PROPOSER'S INVOLVEMENT IN THE PROJECT | |
| Proposer was a GCCM or CM at risk | |
| Proposer managed or performed the construction of the project. | |
| Proposer's key staff were involved in similar roles to those proposed for this project | |
| Proposed JV partners for Brightwater were JV partners on the example project | |
| Proposer's team had continuity of key staff from design through construction | |
| Proposer was involved in Team-Building with Owner, Designer, Operations, Maintenance | |
| PROPOSER'S ROLE DURING PRE-CONSTRUCTION PHASE | |
| Proposer performed constructability reviews during the design phase | |
| Proposer's VE suggestions were incorporated into project design | |
| Proposer's team worked collaboratively with Owner and Designer | |
| Proposer recommended construction contract packaging and phasing | |
| Proposer prepared budget-level cost estimates during design phase | |
| Proposer prepared and maintained CPM project schedule during design phase (including design activities) | |

| PROPOSER'S ROLE DURING CONSTRUCTION PHASE | |
|---|--|
| Proposer prepared and maintained CPM schedule during construction | |
| Proposer coordinated with other contractors during construction (at project interface points) | |
| Proposer coordinated mechanical and electrical work (including subcontractors' work) | |
| Proposer reviewed and coordinated shop drawings/ submittals from subcontractors and suppliers | |
| Proposer's contract had high level of subcontracted work (50% +) | |
| Proposer established systems to control costs to meet budget constraints | |
| Proposer managed quality during construction | |
| Proposer complied with permit conditions and strict environmental controls (for example, protection of wetlands, streams, endangered species) | |
| Proposer managed construction to meet community requirements (for example, addressing noise, dust, traffic) | |
| Proposer managed construction of extensive landscaping improvements on the site | |
| Proposer managed construction of community amenities such as public access or art | |
| Proposer was responsible for overall site safety | |
| Proposer coordinated with facility Operations and Maintenance staff during construction | |
| Proposer managed facility testing and start-up activities | |
| Open-book management of costs during construction | |
| Project was completed on schedule | |
| Project was completed within budget | |

PART 3: NARRATIVE

Provide a 1 page maximum narrative description for each project example.

- How Proposer's work on the project involved the elements checked in Part 2,
- Describe the involvement of Proposer and key staff in addressing the issues indicated in Part 2.
- Emphasize the specific contributions of your project personnel who played key roles on the example project and are proposed as part of your project team for the Brightwater Treatment Plant Project.
- Do not repeat the project data given in Part 1.